



Norfolk Bay Star Homes Rain Barrel Agreement



This Agreement, made this _____ day of _____, 2020, by and between _____, as Owner (hereinafter "owner") of property situated at _____ [address] and the Storm Water Division of the Department of Public Works of the City of Norfolk, to-wit:

WHEREAS, the City of Norfolk has purchased rain barrels for the purpose of improving citizen participation in City Water Quality Programs; and

WHEREAS, the City of Norfolk, has obtained as part of its Citizen Water Quality Program a number of rain barrels for use by its citizens; and

WHEREAS, in support of the Citizen Water Quality Program, Owner desires to obtain and make use of a rain barrel;

Now therefore, the parties agree as follows:

Owner agrees to receive from the Storm Water Division one rain barrel.

Owner agrees to install and maintain the rain barrel, at their sole expense and in accordance with the maintenance information provided by the City, so that it continues to perform its intended function. With prior notification and at reasonable times and in reasonable manners, the City shall have the right of ingress and egress over the property to determine whether that the rain barrel is being properly maintained and is continuing to perform in an adequate manner.

The rain barrel will help reduce the amount of pollution that flows into the Chesapeake Bay and may help the City reach water quality standards set by Federal or State law. The City may report the reductions of nutrient, sediment, or other pollutants resulting from this project to State and Federal agencies in order to meet pollution reduction requirements.

Owner agrees that the use and purpose of the rain barrel is to catch rain water descending from Owner's roof through Owner's system of gutters and spouting or the like. Owner agrees to install the rain barrel in such a way as to catch such water.

Owner understands that they will receive a rain barrel with a capacity of 125 gallons and that 125 gallons of water weighs in excess of 1000 pounds, and Owner agrees to install and maintain the rain barrel so as to assure that it will not fall in such a way as to cause personal injury.

Owner shall indemnify, save harmless and defend the City from and against any and all claims, demands, suits, liabilities, losses, damages and payments including attorney fees claimed or made by persons not parties to this Agreement against the City that are alleged or proven to result or arise from the failure of the Owner to comply with the appropriate maintenance of the rain barrel that is the subject of this Agreement.

Owner agrees that they will, at all times, while using or having custody of the rain barrel obtain and maintain a policy of homeowner's insurance including liability coverage to protect against claims arising from injuries to persons on their property, and that they will, on request of the City, provide proof of such insurance.

Owner agrees that if Owner does not install the rain barrel within one month of receiving it, Owner will return ownership of the rain barrel to the City. In such event, the City will retrieve the rain barrel from Owner's property and Owner gives the City's employees and agents permission to enter Owner's property for this purpose.

Owner agrees that the rain barrel may not be sold nor may the property owner profit from the barrel in any manner. If Owner determines that they no longer desire to make use of the rain barrel, Owner will offer the rain barrel to the City's Storm Water Division at no charge. If the City decides to accept the rain barrel, the City will retrieve the rain barrel from Owner's property and Owner gives the City's employees and agents permission to enter Owner's property for this purpose. If the City declines the offer of the rain barrel, Owner may dispose of it in any lawful manner and not limited by the restriction of the first sentence of this paragraph.

Owner agrees that whenever the property shall be sold or conveyed, it shall notify the City, and the City may reclaim the rain barrel, if in its sole discretion it chooses to do so. In such event, the City will retrieve the rain barrel from Owner's property and Owner gives the City's employees and agents permission to enter Owner's property for this purpose.

In consideration of the foregoing agreements, the City of Norfolk Storm Water Division agrees to give one rain barrel, as is, to Owner for use as described above, without charge to Owner.

THE CITY OF NORFOLK MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE RAIN BARREL AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

For Owner's information, rain barrels were purchased from and manufactured by Poly-Mart Inc. located at 16310 Bratton Lane, Suite 210, Austin, TX 78726.

The Storm Water Division will meet with Owner to educate them about the Bay Star Homes Program and to explain the requirements.

Notices and communications pursuant to this Agreement should be directed in writing as follows:

To City:

City of Norfolk
Department of Public Works
Division of Environmental Storm Water Management
Public Relations Specialist
2233 McKann Avenue
Norfolk VA 23509



To Owner: To owner at the property address on page 1 hereof.

This Agreement represents the entire agreement between the parties. It may be amended only by a writing signed by both parties.

CITY OF NORFOLK:

ACCEPTED BY: _____

SIGNATURE: _____

DATE: _____

PROPERTY OWNER:

ACCEPTED BY: _____

SIGNATURE: _____

DATE: _____

EMAIL: _____

PHONE: _____